

AGREEMENT BETWEEN
AMALGAMATED TRANSIT UNION, LOCAL 587
AND
KING COUNTY

This AGREEMENT is made and entered into between KING COUNTY METRO TRANSIT on behalf of King County, its successors and assigns, hereinafter referred to as “METRO”, and the AMALGAMATED TRANSIT UNION (ATU), Local 587, representing those Employees of METRO covered by this AGREEMENT, hereinafter referred to as the “UNION”.

ARTICLE 1: FORM OF AGREEMENT

METRO and the UNION agree that represented RAIL Employees shall be part of the ATU 587 bargaining unit and covered by the King County Metro - ATU 587 collective bargaining agreement hereinafter referred to as the COLLECTIVE BARGAINING AGREEMENT. The terms and conditions of rail section employment shall be governed solely by Exhibit D of the COLLECTIVE BARGAINING AGREEMENT.

ARTICLE 2: RAIL CONVENTIONS

A. The term “Bus,” as used in “Bus position,” “Bus Employee,” and “Bus Operations” shall refer to job classification, Employees, and other agreements involved in the provision of bus transit services, and excluding RAIL job classifications, RAIL employees, and agreements involved in the provision of RAIL services.

B. “Start-up Period” shall refer to all time prior to the commencement of Revenue Service for Link Light Rail and the South Lake Union Streetcar project.

C. The term “Revenue Service” shall mean regular paid passenger service on Link Light Rail and the South Lake Union Streetcar.

D. The term RAIL, shall refer to the Rail Section of METRO as created to operate the Sound Transit Link Light Rail line and the South Lake Union Streetcar project.

E. The term “Streetcar” shall refer to the South Lake Union Streetcar project.

F. The term “Link Light Rail” shall refer to the Sound Transit Link Light Rail project.

G. Documents:

a. The COLLECTIVE BARGAINING AGREEMENT is defined as the “AGREEMENT BETWEEN AMALGAMATED TRANSIT UNION LOCAL 587 and KING COUNTY METRO TRANSIT.”

b. The terms and conditions of employment for RAIL Employees shall be referred to as the TERMS AND CONDITIONS OF EMPLOYMENT FOR RAIL EMPLOYEES and is appended to the COLLECTIVE BARGAINING AGREEMENT as Exhibit D.

ARTICLE 3: RAIL OPERATORS

SECTION 1 - HIRING OF RAIL OPERATORS

A. Candidates for Rail Operator training shall be selected from qualified Full-Time Bus Transit Operators, by order of seniority. If an insufficient number of qualified Full-Time Bus Transit Operators apply for Rail Operator training, additional candidates for Rail Operator training shall be selected from qualified Bus Part-Time Transit Operators who are on the Part-Time Operator to Full-Time Operator recruitment list and who meet the eligibility requirements, by order of seniority. METRO may seek applicants elsewhere if an insufficient number of qualified Bus Transit Operators apply.

B. To establish that a Bus Transit Operator is qualified for Rail Operator training, the Employee must satisfy the record review that appear in Section 4.

C. All applicants for Rail Operator positions must attend an orientation session prior to training, in which they will be acquainted with the Rail Operator position and the requirements that they must satisfy in training.

SECTION 2 - WORK ASSIGNMENTS

Once Revenue Service for Link Light Rail commences, shifts and RDO's for Rail Operators will be picked by Rail seniority order at three shake-ups per year. Vacations will be picked once per year.

SECTION 3 - START-UP PERIOD

During the period prior to Revenue Service:

A. There will be multiple Rail Operator classes for Rail Operators, Rail Supervisors, chiefs, superintendents, and other employees who need to learn Rail Operator skills.

B. Assignments, shifts, and RDO's will be determined by Rail management. However, Rail management will seek to give preference of shifts and RDO's based on seniority and based on the eight hour daily guarantee.

SECTION 4 - QUALIFICATION FROM BUS TO RAIL

Period of Record Review:

The performance record will be reviewed for the candidate's most recent 12 months of active

1 driving service. The dates used will be different for each Rail Operator class and may be different for
2 each Operator. The start date will be earlier for any employee who has periods of unavailability in
3 excess of 10 consecutive workdays. Go back the same number of days as were in the period of
4 unavailability. Vacation, annual leave, military leave, and jury duty are exceptions for which you do
5 not count back. Examples of unavailability where you do count back include industrial injury, leaves
6 of absence (other than annual leave), sick leave and detail assignments, including union detail
7 assignments.

8 **Points will be assessed as follows:**

9 **A.** A major infraction within 24 months of the date of review will result in
10 disqualification.

11 **B.** Performance Reports: Fifteen points for each major infraction; three points for
12 each minor infraction. Counseling performance reports are not assessed points under this system.
13 Performance reports issued for accidents or attendance are not included.

14 **C.** Misses: Seven points for each unexcused absence; three points for each absence or
15 late report. Points are not assessed for absences purged by the 60/30-day rule.

16 **D.** Sick leave: (This category also includes off job injuries [“N”], sick child leave
17 [“3”], and partial days of sick leave [“K”] or sick child leave [“4”] on the attendance card.) No points
18 for the first four full or partial days, for verified doctor and dentist appointments, and for days as a
19 result of hospitalization or major illness/injury, as determined by Metro; three points for each full or
20 partial day not excepted above. The key element of a major illness/injury is the nature of the
21 illness/injury as opposed to its length. Although there is no definitive description of what defines a
22 major illness/injury, a major illness/injury will generally require medical treatment and will generally
23 meet the FMLA definition of a “serious health condition.” It is the Operator’s responsibility to
24 account for blocks of sick leave use considered major illness. If information is not documented on
25 the sick leave verification form, the Operator must provide acceptable documentation before the chief
26 will accept an illness or sick child leave as a major illness/injury. No points will be assessed for any
27 FMLA covered sick leave usage. The chief will make the final decision.

28 **E.** Preventable Accidents: Fifteen points for each severe accident; seven points for

1 the first major accident; eight points for each subsequent major accident; five points for each minor
2 accident.

3 If, at the time of review, a candidate's record equals or exceeds 15 points, but an infraction or
4 accident is in the grievance or re-read process, the candidate will be disqualified. If the action is
5 overturned, the candidate will be placed at the top of the list for the next Rail class.

6 If, at the time of the first record review, it is apparent that points will drop off the record of a
7 disqualified candidate due to the 60/30 rule, or one-year cut off and this will occur after the first
8 review but before the final review, then the application will be flagged. If such candidate meets
9 standards during the final review prior, he/she will be deemed qualified.

1 **ARTICLE 4: RAIL SUPERVISORS**

2 ***SECTION 1 - HIRING OF RAIL SUPERVISORS***

3 A. During the Start-up Period, Rail Supervisor positions will be offered to Bus
4 Supervisors. During this period of time, METRO will create a list of the most qualified Bus First-
5 Line Supervisor candidates for the Rail Supervisor positions.

6 B. During the Start-up Period, METRO may fill up to three Rail Supervisor positions
7 through an open and competitive process.

8 C. After the Start-up Period, Rail Supervisor positions will be open to Bus
9 Supervisors and Rail Operators.

10 1. Rail Supervisor positions will be offered first to Bus Supervisors except that
11 every third vacancy may, at RAIL's discretion, be filled by a qualified Rail Operator.

12 2. If there is no qualified Bus Supervisor applicant for a vacant Rail
13 Supervisor position, RAIL may fill that position with a qualified Rail Operator.

14 D. The selection process for Rail Supervisors coming from Bus First-Line Supervisor
15 positions shall be based on an Employee's record review of attendance record, miss record, driving
16 record to include accidents, and discipline record. METRO will offer Rail Supervisor positions to
17 candidates on this list by First Line Supervisor seniority.

18 E. The selection process for Rail Supervisors coming from Rail Operator positions
19 shall be based on an Employee's ability, training, education, experience, and job performance, as
20 determined by appropriate testing procedures and evaluation.

21 F. Rail Supervisors will be hired only when RAIL decides to fill a vacant position. A
22 Rail Supervisor may not be bumped out of RAIL Supervision by a Bus First-Line Supervisor.

23 ***SECTION 2 - WORK ASSIGNMENTS FOR RAIL SUPERVISORS***

24 A. During the Start-Up Period, RDO and work assignments will be assigned to Rail
25 Supervisors by RAIL. However, RAIL will give preference of shifts and two consecutive RDO's
26 based on Supervisor seniority and based on the eight hour daily guarantee.

27 B. After the Start-Up Period, Rail Supervisors will pick shifts and RDO's by
28 Supervisor seniority order at two shake ups per year.

1 C. Rail Supervisors will pick vacations by Rail Supervisor seniority order once per
2 year.

3 D. Rail management reserves the right to assign specific Rail Supervisors to the
4 training function during the Start-up Period.

5 ***SECTION 3 - WAGES***

6 Rail Supervisors will be paid five percent premium above the base Rail Supervisor wage
7 when working as an Operations Controller.

1 **ARTICLE 5: ELECTROMECHANICS**

2 ***SECTION 1 - HIRING OF ELECTROMECHANICS DURING THE START-UP PERIOD***

3 A. Any current UNION Employees who apply and are determined by METRO to be
4 qualified, shall be hired first and given a seniority number based on their continuous METRO
5 seniority, maintenance Employees first, then other UNION Employees.

6 B. After current UNION Employees are hired, and openings still remain, other
7 applicants may be hired and placed on the classification seniority list below all METRO Employees
8 in the classification.

9 C. UNION appointed representative(s) shall observe all phases of recruiting, testing,
10 and hiring. The UNION appointed representative will sign a confidentiality agreement and may not
11 be an applicant for the present application process or a future application process for at least one year
12 from the start of Revenue Service. This AGREEMENT does not set a precedent for other hiring
13 processes.

14 ***SECTION 2 - HIRING OF ELECTROMECHANICS AFTER THE START-UP PERIOD***

15 A. After the conclusion of the Start-Up Period, RAIL will create a training program
16 for Bus-Side Employees to be trained for Electromechanic vacancies. Bus-Side Vehicle Maintenance
17 Employees, after successfully passing an appropriate aptitude test, will be placed on the training
18 eligibility list based on Vehicle Maintenance seniority. If an insufficient number of Vehicle
19 Maintenance employees apply, then other UNION Employees shall be considered.

20 B. After the Start-Up Period, if an insufficient number of qualified internal candidates
21 apply for a vacant Electromechanic position, METRO may conduct an external recruitment.

22 ***SECTION 3 - WORK ASSIGNMENTS***

23 Once Revenue Service for Link Light Rail commences, shifts and RDO's for
24 Electromechanics will be picked by Rail seniority order at three shake ups per year. Vacations will
25 be picked once per year.

26 ***SECTION 4 - START-UP PERIOD***

27 During the period prior to Revenue Service, assignments, shifts, and RDO's will be
28 determined by RAIL. However, RAIL will seek to give preference of shifts and RDO's based on

seniority and based on the eight hour daily guarantee.

ARTICLE 6: OTHER RAIL POSITIONS

Unless otherwise modified by express agreement, Employees in RAIL shall be hired into the following classifications as follows:

SECTION 1 - INITIAL HIRING

A. The most senior qualified Employees who pass a record review will be hired into the following Rail positions. Employees may apply to the Rail positions below from the Bus-Side positions that follow in parentheses.

- Rail Service Worker (Equipment Service Worker)
- Station Custodian (Custodian II)
- Facilities Custodian (Custodian I)
- Rail Laborer (Utility Laborer)

If an insufficient number of qualified internal Employees apply to fill the positions, the hiring process will be open and competitive as provided by King County guidelines.

B. The most senior qualified Employees who pass a records review and a skills evaluation and test will be hired into the following Rail position. Employees may apply to the Rail position below from the Bus-Side position that follows in parentheses.

- Facilities Mechanics (Maintenance Facilities Constructors, Millwrights)

If insufficient number of qualified internal Employees apply to fill this position, the hiring process will be open and competitive as provided by King County guidelines.

C. METRO shall use an open and competitive process consistent with King County guidelines and rules to hire employees for the following classifications.

- MSC Worker
- Track & ROW Maintenance Worker
- Signal & Communications Tech

SECTION 2 - AFTER INITIAL HIRING

After the commencement of Revenue Service, METRO shall use the regular open competitive process, which is used for most UNION positions, to hire employees for all these classifications.

SECTION 3 - TRAINING

METRO and the UNION will develop training programs in selected trade classifications during the second year of Revenue Service. METRO and the UNION will jointly determine the implementation of the programs. The programs will recognize that workforce diversity is valued and encouraged.

ARTICLE 7: SOUTH LAKE UNION STREETCAR

SECTION 1 - FORM OF STREETCAR AGREEMENT

METRO and the UNION agree that all agreements regarding the Streetcar shall be incorporated into the AGREEMENT and the TERMS AND CONDITIONS OF EMPLOYMENT FOR RAIL EMPLOYEES. METRO and the UNION agree, however, that the Streetcar and Link Light Rail operations are governed by separate intergovernmental agreements and neither intergovernmental agreement affects the other. Additionally, the terms and conditions of employment for Streetcar Employees shall not be governed by the Bus-Side COLLECTIVE BARGAINING AGREEMENT.

SECTION 2 - INITIAL HIRING AND SENIORITY INTO STREETCAR OPERATOR POSITIONS

A. Hiring of Streetcar Operators

1. Candidates for Streetcar Operator training shall be selected from qualified Full-Time Bus Transit Operators, by order of seniority. If an insufficient number of qualified Full-Time Bus Transit Operators apply for Streetcar Operator training, additional candidates for Streetcar Operator training shall be selected from qualified Bus Part-Time Transit Operators who are on the Part-Time Transit Operator to Full-Time Transit Operator recruitment list and who meet the eligibility requirements, by order of seniority. METRO may seek applicants elsewhere if an insufficient number of qualified Bus Transit Operators apply.

2. To establish that a Bus Transit Operator is qualified for Streetcar Operator training, the Employee must satisfy the record review standards that are attached hereto.

3. All applicants for Streetcar Operator positions must attend an orientation session prior to training, in which they will be acquainted with the Streetcar Operator position and the requirements that they must satisfy in training.

B. Work Assignments

Once Revenue Service for the Streetcar commences, shifts, RDO's and vacations for Streetcar Operators will be picked by Streetcar seniority order at three shake-ups per year. Vacations will be picked once per year.

Attachment: Qualification from Bus to Streetcar

Period of Record Review:

The performance record will be reviewed for the candidate's most recent 12 months of active driving service. The dates used will be different for each Streetcar Operator class and may be different for each Operator. The start date will be earlier for any employee who has periods of unavailability in excess of 10 consecutive workdays. Go back the same number of days as were in the period of unavailability. Vacation, annual leave, military leave, and jury duty are exceptions for which you do not count back. Examples of unavailability where you do count back include industrial injury, leaves of absence (other than annual leave), sick leave and detail assignments, including union detail assignments.

Points will be assessed as follows:

A. A major infraction within 24 months of the date of review will result in disqualification.

B. Performance Reports: Fifteen points for each major infraction; three points for each minor infraction. Counseling performance reports are not assessed points under this system. Performance reports issued for accidents or attendance are not included.

C. Misses: Seven points for each unexcused absence; three points for each absence or late report. Points are not assessed for absences purged by the 60/30-day rule.

D. Sick leave: (This category also includes off job injuries ["N"], sick child leave ["3"], and partial days of sick leave ["K"] or sick child leave ["4"] on the attendance card.) No points for the first four full or partial days, for verified doctor and dentist appointments, and for days as a result of hospitalization or major illness/injury, as determined by Metro; three points for each full or partial day not excepted above. The key element of a major illness/injury is the nature of the illness/injury as opposed to its length. Although there is no definitive description of what defines a major illness/injury, a major illness/injury will generally require medical treatment and will generally meet the FMLA definition of a "serious health condition." It is the Operator's responsibility to account for blocks of sick leave use considered major illness. If information is not documented on the sick leave verification form, the Operator must provide acceptable documentation before the chief will accept an illness or sick child leave as a major illness/injury. No points will be assessed for any FMLA

covered sick leave usage. The chief will make the final decision.

E. Preventable Accidents: Fifteen points for each severe accident; seven points for the first major accident; eight points for each subsequent major accident; five points for each minor accident.

If, at the time of review, a candidate's record equals or exceeds 15 points, but an infraction or accident is in the grievance or re-read process, the candidate will be disqualified. If the action is overturned, the candidate will be placed at the top of the list for the next Rail class.

If, at the time of the first record review, it is apparent that points will drop off the record of a disqualified candidate due to the 60/30 rule, or one-year cut off and this will occur after the first review but before the final review, then the application will be flagged. If such candidate meets standards during the final review prior, he/she will be deemed qualified.

SECTION 3 - STREETCAR O&M SUPERVISORS

A. Hiring for Streetcar O&M Supervisor:

RAIL shall conduct an internal competitive hiring process for the positions of O&M Supervisor.

B. Work Assignments

Once Revenue Service for Streetcar commences, shifts, vacations, and RDO's will be picked by Streetcar seniority order. There shall be two shakeups per year for Streetcar O&M Supervisors.

SECTION 4 - STREETCAR MAINTAINERS

A. Hiring for Streetcar Maintainer - After Initial Hiring

1. As vacancies occur in the Streetcar Maintainer position after the initial hiring, RAIL shall hire candidates in order of seniority from the hiring list that was generated in the initial round of hiring.

2. The hiring list may be refreshed periodically at RAIL's discretion, with all remaining names on the old list being placed at the top of the new list.

B. Work Assignments

Once Revenue Service for Streetcar commences, shifts, vacations, and RDO's will be picked by Streetcar seniority order. There shall be three shakeups per year from Streetcar Maintainers.

ARTICLE 8: CONTINUING NEGOTIATIONS

A. METRO and the UNION have bargained a near complete TERMS AND CONDITIONS OF EMPLOYMENT FOR RAIL EMPLOYEES covering Link Light Rail and Streetcar operations.

B. While METRO and the UNION bargained most contractual provisions covering Link Light Rail and Streetcar operations, there remain open areas or provisions regarding work rules and working conditions that were not addressed due to unfamiliarity with the system.

C. METRO and the UNION agree to attempt to negotiate all unresolved issues, work rules and working conditions prior to Revenue Service. If METRO and the UNION fail to, or are unable to reach an agreement over these items, METRO and the UNION agree to enter the statutory process for impasse resolution as set forth in RCW 41.56 within 30 days after commencement of Revenue Service.

D. If RAIL decides to create a part-time workforce following the commencement of Revenue Service, it will bargain the effects of this decision with the UNION, which are understood to include the wages, hours, numbers, and working conditions of the part-time workforce.

ARTICLE 9: TERM OF AGREEMENT

This AGREEMENT will be made part of the COLLECTIVE BARGAINING AGREEMENT and shall expire at the same time as the COLLECTIVE BARGAINING AGREEMENT.

APPROVED this _____ day of _____, 2008

By: _____
King County Executive

AMALGAMATED TRANSIT UNION
LOCAL 587

Lance F. Norton
President/Business Agent